THE RESIDENT IN MYSORE.

NOTIFICATION.

No. 2848, dated Bangalore, the 13th June 1898.

1. NOTICE is hereby given that the right of selling toddy in the shops in the Civil and Military Station of Bangalore, specified in the subjoined schedule, for the year beginning 1st July 1898 and ending with the 30th June 1899, will be put up to public auction. The sale will be conducted by the Collector, or by an officer specially deputed, with the sanction of the Resident, for this purpose, in the Mayo Hall at 12 noon on Friday, 17th June 1898.

2. Each bidder at the auction shall deposit the sum of Rs. 50 previous to bidding. The farm will, subject to the provisions of the next succeeding clause, be knocked down to the highest bidder above the upset price subject to formal confirmation by the Collector. Such formal confirmation will, unless revised by the Resident for special reasons, be tantamount to an acceptance of the bid and will be necessary, whether the sale be held by the Collector himself, or by any other officer deputed as mentioned in clause 1. Parties intending to bid must attend either in person or by duly accredited agents.

3. It will be within the discretion of the officer conducting the sale to decline to accept any bid, or deposit, if for any sufficient reason he considers such acceptance to be undesirable.

4. As soon as the auction is completed the deposits made by the unsuccessful bidders will be returned to them on application. The person whose bid is accepted for the farm shall at once deposit a sum equal to half a month's rent for that farm in addition to the deposit required under clause 2. Should he fail to do so, the deposit made by him under clause 2 will be forfeited, the farm will at once be put up again for sale on the above conditions, and he will be debarred from bidding again.

5. The person to whom the farm has been knocked down shall, within seven days from the date of auction, deposit such further sum as with the former deposits will make up an amount equal to two months' rent, and shall execute the necessary engagements and take out licenses on the conditions hereinafter set forth.

6. If on enquiry subsequent to sale, but before final confirmation thereof, the purchaser shall be found to be of doubtful solvency, he may be required to deposit twice the amount prescribed under clause 5 *supra*, or to provide two sureties to execute a security bond for the due payment of all moneys that may become due by him under the terms of the contract. All expenses attendant upon this proceeding shall be borne by the renter.

7. On the failure of any person to make deposit, under clause 5, or execute engagements and take out licenses as aforesaid, or to comply, if required to do so, with the requisition under clause 6 *supra*, the deposit made under clauses 2 and 4 will be forfeited and the farm resold or otherwise disposed of at the discretion of the Collector.

8. Resales effected under clause 7 *supra*, will be at the risk of the defaulting bidder, who will forfeit any gain that may ensue owing to a rise in price, and in the event of loss by resale will make good the deficiency that may be occasioned through his default. In the latter case the forfeited deposits will be deducted from the loss arising from the resale and the remainder, if any, will be recovered from the bidder in the same manner as if it were an arrear of land revenue. Should however the forfeited deposits be greater than the loss by resale, the whole of such deposits will be credited to Government. The defaulting bidder will be similarly liable if the privilege be disposed of otherwise than by resale and such disposal results in loss to Government.

9. A purchaser at an auction sale, or resale, shall not be permitted to sell, transfer, or sub-rent the right he has acquired or any interest therein, without the consent of the Collector, which, for any adequate reason, may be withheld. Nor shall he appoint any person to act as his agent without the Collector's previous approval.

10. The purchaser of the farm is liable to the penalties prescribed for breaches of the conditions set forth below, though a formal license may not have been issued to him.

CONDITIONS OF SALE.

The exclusive privilege extends to the manufacture and sale of toddy, from date, cocoanut, palmyra, sago, and dadasal palm trees, which, subject to the tree tax rules in force in the Mysore State, may be obtained in the groves assigned to the shops as specified in the schedule, or from the trees in private lands, under private arrangement between the renter and the owners of such lands.

2. The amount for which the privilege above described has been purchased shall be payable into the Resident's Treasury in equal monthly instalments due on or before the 20th of each month, commencing from July 1898. If the deposit made by the licensee under clause V in the sale notification, be in cash, it will be taken in payment of the instalments due on the last two months of the period of the rent. Failing payment by the 20th of the month, the Collector shall at once proceed to recover the arrears, together with interest at 6% under the rules in force for the collection of land revenue. If the instalment has not been paid by the 5th of the following month the Collector may suspend or cancel the license and issue notice of resale and may resell the license on the day fixed with effect from the date of its issue to the new purchaser. In that case the deposit will be forfeited, and if it should fall short of the arrears due, and the loss, if any, caused by the suspension or resale, the original licensee will be responsible for the difference which will be recovered under the rules in force for the collection of land revenue. If the Collector does not resell the farm, he may make other arrangements as may appear advisable for the remainder of the lease, in which case he shall serve a notice upon the defaulting licensee informing him of the nature of the arrangement made. No remission or abatement of the rent shall on any account whatever be claimable by the licensee.

3. The toddy shall not be adulterated or diluted, but shall be conveyed direct from the topes or groves to a depôt from which it shall be issued as required to the retail shops. Sale of toddy, or transfer, even by way of gift, except in the licensed shops, is strictly prohibited. No toddy shall be issued from the depôt that is more than three days old, but such toddy shall either be kept for manufacturing vinegar or be destroyed in the presence of an Excise Officer.

4. The renter shall keep a true account showing the quantity and description of toddy received daily and the quantity and description of toddy issued daily to each shop. Such account shall be produced for the inspection of the Collector, or any officer appointed by him for the purpose. The permits with which the toddy is received shall be carefully and regularly filed and similarly produced for inspection. The renter shall furnish such other returns and information as may from time to time be required by the Collector.

5. The renter shall not possess or use any measures other than those which may from time to time be prescribed by Government, and he shall have them tested and stamped, at his own expense, by the stamping establishment of the Collector's Office, if so required.

6. In case of any breach of the conditions of the depôt or shop licenses either by the renter or by any person in his employment, it shall be competent for the Collector to impose upon the renter a fine not exceeding Rs. 10, for every such breach of such conditions or to declare the money deposited with him forfeited, and to cancel and resell the farm at the risk of the renter, and all loss thereby caused shall be made good by the renter. If the license is cancelled the rent for the whole period shall become due at once, and it shall be recovered as if it were an arrear of land revenue.

7. The imposition of a fine, or the forfeiture of deposit, or the cancellation of the license under the last preceeding section, shall not be held to prevent the prosecution of the licensee, or any of his servants, for any offence which may be committed against the Excise Laws or Rules in force.

8. If it comes to the knowledge of the Collector that the renter fails to open his shops, or to carry on his business with due care and attention, or that he has been convicted of an offence under the Indian Penal Code, or under the Excise Laws or Rules, it shall be lawful for the Collector to cancel the license and to resell, or otherwise dispose of the privilege, at the risk of the renter.

9. The renter shall not have any pecuniary dealings of any kind whatever with any of the Excise or Revenue officials.

10. The renter shall be bound by any additional rules that may be prescribed under the Excise law now in force, or which may hereafter be enacted, and shall on requisition by the Collector, or by any officer duly authorised by the Collector, deliver up his licenses for amendment or issue of fresh licenses.

By Order,

K. D. ERSKINE, CAPTAIN,
First Assistant to the Resident.